

**Intertek**

200350



February 24<sup>th</sup> 2009

Frank X. Cardiello  
Office of Regional Council  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 17<sup>th</sup> Floor  
New York, New York 10007-1866

Re: LCP Chemical Superfund Site, Linden, Union County, New Jersey

Request for Information Pursuant to the Comprehensive Environmental  
Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq.

Dear Sirs:

Attached to this cover letter is the additional information and documents requested relating to the LCP Chemical Superfund Site located in the Tremley Point section of the City of Linden, Union County, New Jersey (the "Site" or the "LCP site").

Sincerely Yours,

William J. Cherepon  
Safety, Health and Environmental Manager  
Intertek Oil Chemical and Agri  
1000 Port Carteret Rd. Building C  
Carteret, NJ 07008

CC:  
Jonathan Gorin  
New Jersey Remediation Branch  
Emergency Remediation and Response Division  
U.S. Environmental Agency, Region 2  
290 Broadway, 19<sup>th</sup> Floor  
New York, New York 10007

FEB 26 2009  
**RECEIVED**

**Responses to Attachment B**  
**Request for Information**

**1. Question**

*Describe in detail the area on the LCP Site used by Caleb Brett during its operations at the Site.*

- a. Provide site drawings or maps displaying the Caleb Brett leasehold, if available.*
- b. Provide the Building number, address or other designation identifying the space which Caleb Brett leased in relation to the entire LCP Site.*
- c. Describe any facilities or equipment that Caleb Brett owned, leased, built, or installed at the site.*
- d. Describe any construction or capital improvements conducted on the Site by Caleb Brett or related to the Caleb Brett operation.*

**Answer**

- a. Caleb Brett leased a 900 sq. ft. and then a 540 sq. ft. area on the 27 acre LCP site. (see attached site plan)
- b. The area was designated as the "Shop & Service Bldg".
- c. The building leased had a concrete floor with no drains, cinderblock walls, metal shelving, an overhead light and lockable door, there were no other amenities.
- d. Caleb Brett did not carry out any construction or improvements during the term of the lease.

**2. Question**

*In response to a prior EPA request for Information, Caleb Brett stated that products were stored at the LCP Site, "subject to laboratory analysis." Did Caleb Brett conduct any testing or analysis of the products or other materials, received from clients, at the LCP Site?*

**Answer**

Caleb Brett did not conduct any testing or analysis of or on any products or other materials received from clients at the LCP site.

**3. Question**

*If your answer to Question 2 above was "yes" describe:*

- a. the nature of the tests or analyses performed,*
- b. the procedure for the conducting the tests or analyses,*
- c. how test equipment was cleaned,*
- d. how test/analysis samples or specimens were disposed.*

**Answer**

Not Applicable based on response to Question 2.

**4. Question**

*In response to a prior EPA Request for Information, Caleb Brett stated that products were stored at the LCP Site, "pending client instructions." Describe in detail the nature of the instructions Caleb Brett would receive from its clients regarding materials stored at the LCP Site. Did Caleb Brett conduct any mixing or processing of chemicals at the LCP Site on behalf of any clients?*

**Answer**

The nature of the instructions Caleb Brett would have received from its clients with reference to the samples would have been instructions as to the requested period of time that the client would require the samples to be retained and stored by Caleb Brett.

Caleb Brett did not conduct any mixing or processing of chemicals at the LCP site.

**5. Question**

*Did Caleb Brett or its personnel handle mercury or materials containing mercury or clean or wash off mercury from the surface of any materials at the Site in any manner including without limitation, in products, raw materials, waste materials, maintenance activities or housekeeping activities? If so, describe in detail the materials which contained the mercury and how Caleb Brett handled and disposed of such mercury or materials?*

**Answer**

Caleb Brett or personnel of Caleb Brett did not handle mercury or materials containing mercury or clean or wash off mercury from the surface of any materials at the Site in any manner including without limitation, in products, raw materials, waste materials, maintenance activities or housekeeping activities.

**6. Question**

*Did Caleb Brett test petroleum products for the presence of mercury at the LCP site? If so, describe;*

- a. the products that were tested,*
- b. how the testing was conducted on such products,*
- c. the number of products tested for mercury at the site;*
- d. how the tested products were handled and disposed of; and*
- e. how the mercury was handled and disposed of.*

**Answer**

Caleb Brett did not test petroleum products for the presence of mercury at the LCP site.

**7. Question**

*Did Caleb Brett test any of the LCP products for mercury at the LCP Site? If so, describe;*

- a. the products that were tested;*
- b. how the testing was conducted on such products;*
- c. the number of LCP products tested for mercury;*
- d. how the tested products were handled and disposed of; and*
- e. how the mercury was handled and disposed of.*

**Answer**

Caleb Brett did not test any LCP products for the presence of mercury at the LCP site.

**8. Question**

*Did Caleb Brett test any Kuehne Chemical Company products for the presence of mercury at the LCP Site? If so, describe;*

- a. the products that were tested;*
- b. how the testing was conducted on such products;*
- c. the number of Kuehne products tested for mercury;*
- d. how the tested products were handled and disposed of; and*
- e. how the mercury was handled of.*

**Answer**

Caleb Brett did not test any Kuehne Chemical Company products for the presence of mercury at the LCP site.

**9. Question**

*Did Caleb Brett test any Union Carbide or Praxair products for the presence of mercury at the LCP site? If so, describe;*

- a. the products that were tested;*
- b. how the testing was conducted on such products;*
- c. the number of the Union Carbide or Praxair products tested for mercury;*
- d. how the tested products were handled and disposed of; and*
- e. how the mercury was handled and disposed of.*

**Answer**

Caleb Brett did not test any Union Carbide or Praxair Kuehne products for the presence of mercury at the LCP site.

**10. Question**

*Describe any waste streams generated by Caleb Brett at the site, and any hazardous substances contained therein, including without limitation volume and concentration.*

**Answer**

There were no waste streams generated by Caleb Brett at the Site.

**11. Question**

*Describe any wastewater or storm water from Caleb Brett leasehold or operations that discharged to South Branch Creek, to the ground, or to any ditches located on the site?*

**Answer**

As the leased space occupied by Caleb Brett had no floor drains or run-offs there were therefore no discharges to South Branch Creek, to the ground, or to any ditch located on the Site.

**12. Question**

*Describe the location, source, volume, duration and constituents of any cooling water, stormwater, process water, wastewater or other discharges from Caleb Brett's operations including , without limitations, discharges to run-off collection drums, dry wells, LCP sewer pipes and drainage ditches, and identify and provide copies of any permits that Caleb Brett may have obtained for such discharges.*

**Answer**

Caleb Brett's operations produced no cooling water, stormwater, process water, wastewater or other discharges at the LCP site.

**13. Question**

*Were Caleb Brett's operations at the Site ever the subject of litigation, administrative proceedings, notices of civil administrative penalty assessments, police complaints or similar actions? If so, describe the actions and the produce all documents associated with them.*

**Answer**

Caleb Brett's operations at the LCP site were not and have not been subject to litigation, administrative proceedings, notice of civil administrative penalty assessments, or police complaints.

**14. Question**

*Provide the name; address and telephone number each person having knowledge of the facts relating to Caleb Brett's responses to the above questions*

**Answer**

There is one person remaining in the company having first hand knowledge of the facts relating to Caleb Brett's response to the above:

William J. Cherepon  
1000 Port Carteret Rd.  
Building – C  
Carteret, NJ 07008  
Telephone: 732-969-5200

**15. Question**

*Produce all documents containing any facts relation to Caleb Brett's response to the above questions.*

**Answer**

Documents containing facts:

- a. LCP Transportation Inc. offer to lease letter and site map
- b. Correspondence Dated December 6, 1990 indicating no water / sewage usage and minimal electrical use.
- c. Letter dated November 30, 1995 – Termination of Service Agreement



## TRANSPORTATION, INC.

A Subsidiary of LCP Chemicals & Plastics, Inc. • Raritan Plaza # • Raritan Center • CN #3106 • Edison, N.J. 08818 • (201) 225-4840

October 30, 1987

(A)  
Mr. Richard M. Kaminski  
Mr. Anthony Yates  
Caleb Brett USA, Inc.  
333 Dalziel Road  
Linden, NJ 07036

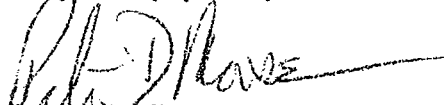
Gentlemen:

Thank you for taking the time to inspect our terminal development site at Linden, NJ. Our Management sees a unique fit with our future plans and your company's capabilities. Accordingly we would propose the following to you.

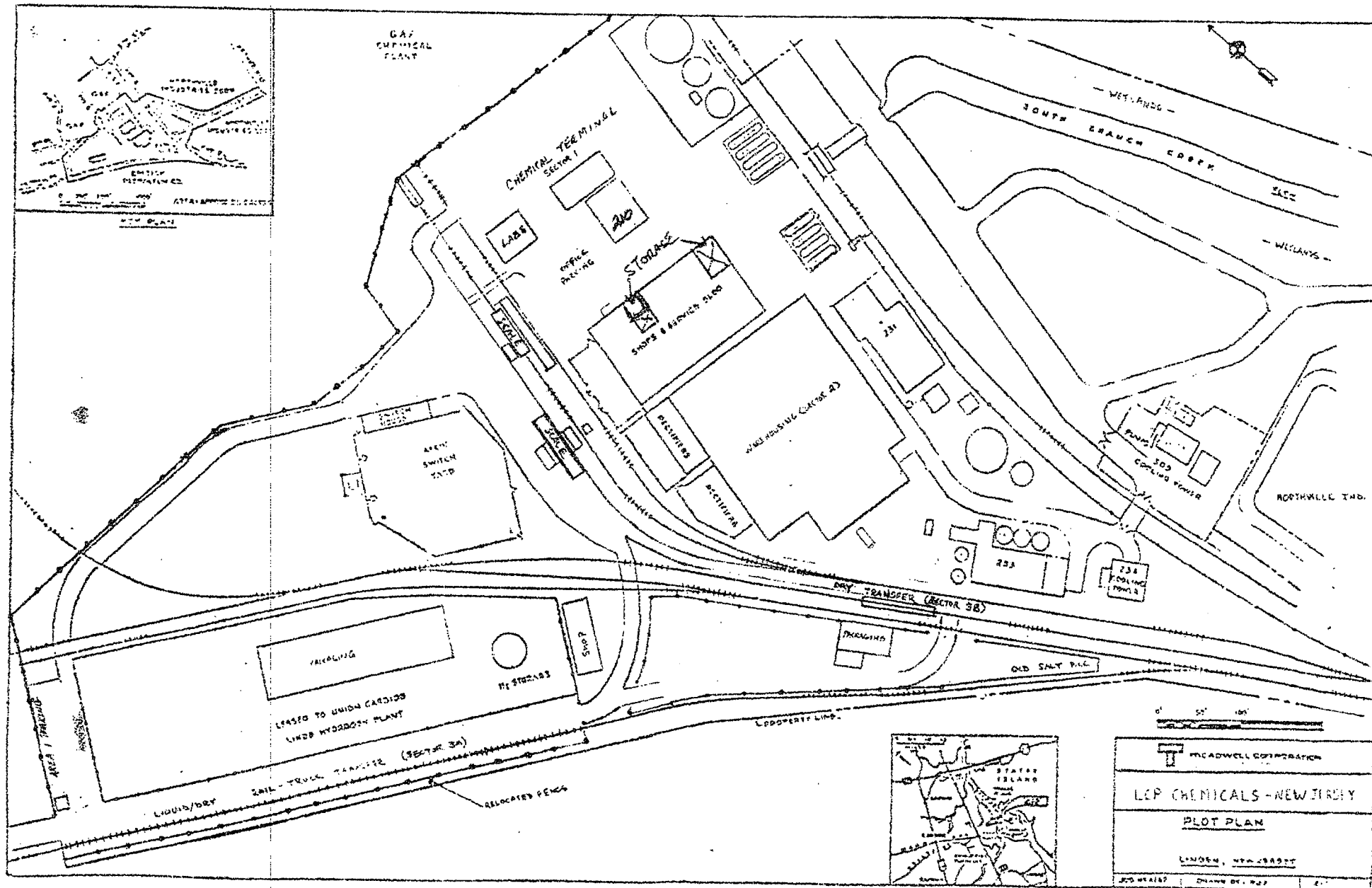
- A. Lease of one-half (approximately 600 sq. ft.) of our Lab Building including 24 hour security and designated parking area and utilities (except telephone) for \$15 sq. ft. or \$750 per month. Term would be one year - evergreen with 30 days notice. Existing equipment would be discussed separately with you for sale or lease.
- B. Lease of shelved self-storage space including 24 hour security and direct access for \$12/sq. ft. for a minimum of 500 square feet. Lease would be for one year - evergreen with 30 days notice.
- C. Lease of all or part of Building 210 (not toured) which could be renovated for your use. Space available is up to 2,000 square feet. This building is available for \$10/sq. ft. 1,000 square feet minimum including utilities (except telephone), designated parking and 24 hour security. Terms are negotiable.

These options are independent and we would be happy to discuss any of them further with you. We are still discussing our current tenant's needs for part of the Lab Building. Your intentions would help us settle our plans.

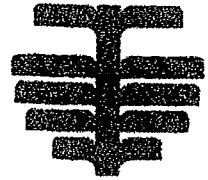
Very truly yours,

  
Peter D. Moore  
Vice President-Operations

PDM/es



Caleb Brett



Caleb Brett U.S.A., Inc.

December 6, 1990

J.F. Merle  
Site Leader  
LCP Chemicals  
P.O. Box 484  
Linden, NJ 07036

Dear Mr. Merle,

I am in receipt of your letter dated October 31, 1990, referencing the increase in Caleb Brett's monthly rental fee.

In your letter you stated that this increase is due in part, to electric, water, and security cost. We are asking at this time if our fee of \$650.00 per month can be negotiated, due to the following reasons. We do not use water, our electrical power usage is minimal and is very seldom used.

I am also in receipt of your letter dated November 29, 1990, informing us of the restricted hours. One of the reasons you indicated for this restriction was the cut back in security coverage for cost containment.

We are just asking to review our increase based on the above factors.

Should you have any questions regarding the above, please feel free to contact me at your convenience.

Respectfully,  
For CALEB BRETT U.S.A., INC.

*William J. Cherepon*  
William J. Cherepon  
General Manager  
Linden Operations

WJC/mg

cc: J. Cole





# Inchcape Testing Services

Caleb Brett

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November 30, 1995

Hanlin Group  
c/o Alan C. Marylies  
15 Exchange Place  
Jersey City, NJ 07302

RE: Termination of Service Agreement

~~Please be advised that Caleb Brett U.S.A. Inc is giving~~  
LCP Chemicals - New Jersey, a Division of Hanlin Group Inc.,  
thirty (30) days notice per our contract entered into on  
May 1, 1988, as of November 30, 1995.

Per the agreement we will quit and surrender to terminal the  
premises, broom clean, in the condition as found, with ordinary  
wear and tear accepted.

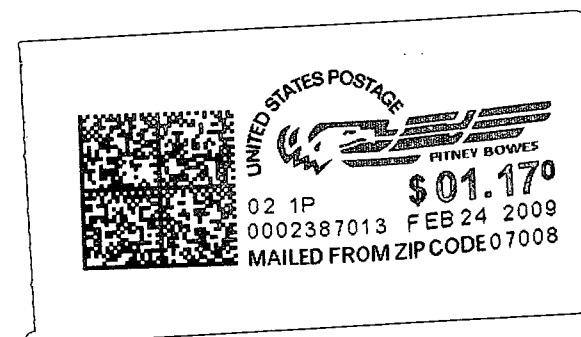
If you have any questions, please call me at (908)925-8282.

Sincerely,

Jay E. Fulmer  
Area Manager

cc: Tony Nicolette  
Tom Potts

1000 Port  
Bldg. C  
Centert NJ 07008



Mr. Frank X. Cardello  
Office of Regional Council  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway, 17<sup>th</sup> floor  
New York, New York

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